

EXHIBIT A



Heimerl Law Firm

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Respond to Far Hills Office

April 7, 2020

Via Certified Mail

James Savina, General Counsel
Wyndham Vacation Resorts, Inc.
6277 Sea Harbor Drive
Orlando, Florida 32831

re: Bradley B. Heisman and Julia A. Matonti
Member Number: 00203588893
Contract Number: 00037-1901112
Contract Date: 05-17-2019

Dear Mr. Savina,

This office is legal counsel to Bradley B. Heisman and Julia A. Matonti (the “Buyers”) with regard to the above referenced transaction. It has been nearly a year since the date the Buyers purchased, under duress and based on false and misleading representations, (see below) the Membership Interest in PTVO Owners Association, Inc. We believe the actions of Wyndham Vacation Resorts, Inc. (“Wyndham”) are in violation of, among other laws, Chapter 501 (Consumer Protection) of Title XXXIII (Regulation of Trade, Commerce, Investments, and Solicitations), specifically, Part II (Deceptive and Unfair Trade Practices) of the Florida Statutes.

Please let this letter serve, Pursuant to Paragraph 34(i) of the above-referenced Security Agreement, as Buyers’ Notice of Good Faith Negotiations prior to instituting arbitration as provided in Paragraph 34 of the Security Agreement.

New York

30 Wall Street, 8th Floor
New York, New York 10005
(212) 709-8370

Far Hills

32 Dumont Road
Post Office Box 964
Far Hills, New Jersey 07931

Philadelphia

1800 JFK Boulevard, Suite 300
Philadelphia, Pennsylvania 19103
(610) 441-9080

The Buyers hereby demand that the above-reference Contract (and all associated documents) be rescinded, and all monies paid to date refunded, due to fraud in the inducement and material misrepresentations and/or omissions, including, but not limited to: (i) Not being made aware of any notice requirements to utilize points and book vacations; (ii) Affirmatively being told Buyers could book hotels/airfare anywhere in the world, this has not been the case; (iii) Affirmatively being told that they would be assigned their own individual travel specialist to help us plan our trips, this has not happened; (iv) Affirmatively being told that Buyers would be contacted by a representative to help them set up an iPad to look at potential vacation sites, this has not occurred; (v) It is impossible to reach anyone on the phone to plan a trip, when a live body is reached, the line gets disconnected; (vi) Buyers were detained for the promotional meeting for approximately eight hours, when it was represented to be a 90 presentation; (vii) The salesperson that was assigned to Buyers was so nice and friendly and said she would help whenever assistance was needed, however despite repeated calls, she never responded. Finally in response to a text messages explaining buyers frustration and issues, she did nothing but respond with a frowning emoji; (viii) Failure to disclose escalating nature of maintenance fees; (ix) Buyers were only recently told that there is a large fee to carry over points from year-to-year; (x) Buyers were told that they could not have an attorney review the documents prior to execution, and that any offers would be retracted if Buyers sought attorney review; (xi) Buyers were offered a 2 week vacation anywhere in the world for joining Wyndham, however despite repeated requests have been unable to receive any information on it or how to take advantage of such offer; (xii) It was never disclosed that there is a fee if points are transferred/deposited with RCI; (xiii) Affirmatively represented that points could be redeemed for cash, simply not true; (xiv) Affirmatively represented that contract could be passed on to the Buyers' heirs free and clear, similar to a traditional timeshare, not true; (xv) No disclosure of how many points equal a hotel stay or airfare; (xvi) Affirmatively represented that points could be banked for years, and Buyer recently learned points expire after one year unless a further fee is paid; (xvii) Affirmatively represented it was significantly cheaper to book hotels and airfare through Wyndham, however, Buyers actually found it less expensive to purchase airfare and hotels privately. Also, Buyers found availability after Wyndham stated there was no availability; (xviii) Affirmatively represented that units were almost always available and that long advance booking was not required; (xix) No mention was ever made regarding the number of points needed to book accommodations varied between high and low season; (xx) Affirmatively represented that the Barclay's credit card required to be opened to pay for the deposit would be offered at 0% interest, not true.

We look forward to hearing from you in hopes of resolving this matter without the need for arbitration. In the event we do not hear from Wyndham and/or are unable to resolve this matter to the Buyers' satisfaction, we have been instructed to commence arbitration without further notice to you.

Respectfully yours,

A handwritten signature in dark ink, consisting of a large, sweeping loop followed by a cross-like stroke.

Wolfgang Heimerl